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DEDICATION OF LAND TO THE PUBLIC. — The doctrine concerning the dedication of land by an owner to the use of the public has been a source of much perplexity to the courts. Where the matter is not controlled by statute, it is the more general view that, in order to effect a binding dedication, such that the rights and liabilities of the owner are superseded by the rights and liabilities of the public, the transaction must be bilateral; there must be some act on the part of the dedicator showing a clear intent to dedicate, and some act of acceptance on the part of the public. No formality is necessary on either side. The dedication may be by parol; and the acceptance by mere user by the public as public property, for however short a period. *Stewart* v. *Conley*, 27 So. Rep. 303 (Ala.); 7 HARVARD LAW REVIEW, 44.

A recent case illustrates the nature of the transaction. *Pittsburg* v. *Epping-Carpenter Co.*, 45 Atl. Rep. 129 (Penn.). The dedicator drew up a plat of certain premises, leaving a strip along a river as a place for a public wharf. The court held that acceptance was necessary to complete the dedication. It was said that user by the public and repair by the municipal authorities were valid modes of acceptance; and, further, that the dedication was also made binding on the dedicator by reason of the sale of lots by him in accordance with the plat. This last view, based on the theory of estoppel, was relied upon in one of the earliest American cases, *Cincinnati* v. *White*, 6 Pet. 431; but it is open to the objection that the public in general has not altered its position in reliance on the plat, and the estoppel would seem to run, then, not in favor of the public, but only of those individuals who purchased lands.

Much of the difficulty in connection with this subject seems to come from attempting to reconcile it with the theories of transfer of property between individuals. Dedication is usually likened to a grant, but it has many peculiarities which make it utterly irreconcilable with such a view. There need be no deed or writing to complete a dedication, nor is there any definite grantee. Moreover, while it is generally law, and a thoroughly practical doctrine, that, in the absence of an express dedication, the public may nevertheless gain a right to use a private road by a twenty years' user by analogy to the Statute of Limitations (*Jennings* v. *Tilsbury*, 5 Gray, 73), yet on the theory by which similar private rights are gained this would be indefensible, since the owner of the land could manifestly not sue the indeterminate public during the period, and the user would therefore not be legally adverse. It would make for clearness to recognize that the subject of dedication must be given a distinct and independent position among the different methods of the transfer of real estate, and must be treated on a broad basis, according to the rules which have been formulated concerning it, not seeking to draw a too close analogy to similar methods of transfer between individuals.

STOPPAGE IN TRANSITU. — The right to stop *in transitu* was said by Lord Kenyon to be "an equitable lien adopted by the law for the purpose of substantial justice." *Hodgson* v. *Long*, 7 T. R. 440. A more definite statement of the right would perhaps be that it is a power in the vendor while the goods are in transit to make himself an equitable mortgagee. There was formerly much discussion as to whether the contract of sale is rescinded by a stoppage *in transitu*, but it is now generally admitted that it is not. *Kemp* v. *Falk*, 7 App. Cas. 573. There are